IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.320 OF 1982

National Insurance Co. Ltd. & Anr. ... Plaintiffs

Vs.

Baxisingh & Co. & Anr. ... Defendants

Mr. Bhavin Bhatia i/b M/s. Gordhandas & Fozdar for the plaintiffs.

Ms. L.R. Temkar for defendant 1.

CORAM : SMT. RANJANA DESAI, J.

DATED : NOVEMBER 02, 2007.

P.C.:-

1. Learned counsel for the plaintiffs states that the plaintiffs and defendant 1 have settled their dispute. He states that defendant 2 is a formal party and, hence, no relief is claimed against defendant 2. This is so stated in paragraph 1 of the plaint. He, therefore, seeks permission to delete the name of defendant 2 from the record. Permission is granted accordingly. Amendment to be carried out within three weeks from today.

2. Learned counsel for the plaintiffs states that plaintiff 2 has preferred their claim for damages and/or loss in respect of the transformer with defendant 1. Ultimately, plaintiff 1 paid to plaintiff 2 a sum of Rs.31,82,397.18 in respect of the said loss and/or damage. Thereupon, plaintiff 2 has passed a letter of subrogation dated 21/11/1981 in favour of plaintiff 1. By virtue of the said payment and the letter of subrogation, plaintiff 1 has been assigned and subrogated to the rights and remedies of plaintiff 2 in respect of the said loss and/or damage caused to the said transformer. Learned counsel pointed out that this has been specifically averred in paragraph 9 of the plaint.

3. In view of the above, the consent terms duly signed on behalf of the plaintiffs by their advocates and on behalf of defendant 1 by its advocates, are taken on record and marked “X”. Order in terms of the consent terms. Suit is disposed of in terms of the consent terms. Refund of court fees as per rules.

[SMT. RANJANA DESAI, J.]